

BOARD BILL # 55

INTRODUCED BY ALDERWOMAN LYDA KREWSON

1 An ordinance recommended by the Airport Commission and the Board of Estimate and
2 Apportionment authorizing and directing the Director of Airports and the Comptroller of The City
3 of St. Louis ("City") to enter into and execute on behalf of the City a Lease Agreement Northern
4 Tract (East Site) (AL-286) (the "Lease Agreement") substantially in the form as set out in
5 **ATTACHMENT "1"** to this Ordinance, which is attached hereto and incorporated herein, between
6 the City, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is
7 located in St. Louis County, Missouri, and Bi-National Gateway Terminal, LLC, a Missouri limited
8 liability company ("Lessee"), granting to the Lessee the right to occupy and use the "Leased
9 Premises" consisting of approximately 48.75 acres and improvements thereon commonly known as
10 the "Northern Tract East Site", which is more fully described in Section 201 and EXHIBIT "A" and
11 EXHIBIT "B" of the Lease Agreement, in order to: a) demolish any existing improvements that are
12 not retained improvements, b) construct new improvements in order to accommodate international
13 cargo enterprises and other air cargo operations and distribution facilities, c) develop and operate a
14 fixed base operator facility, and d) perform all operations and functions that are incidental or
15 necessary to such use and development or authorized in the Lease Agreement, subject to and in
16 accordance with the provisions of the Lease Agreement; authorizing and directing the Mayor, the
17 Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate
18 officers, agents, and employees of the City, with the advice of the Director of Airports, to enter into
19 and execute on behalf of the City and in the City's best interest any attendant or related documents,
20 agreements, permits, amendments, affidavits, certifications, or instruments deemed necessary to
21 effectuate the terms set forth in the Lease Agreement, and/or deemed necessary to preserve and
22 protect the City's interest, and/or to take such actions as may be necessary or appropriate in

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Sponsor: Alderwoman Lyda Krewson

1 connection with the consummation of the transactions contemplated herein; providing that the
2 provisions set forth in this Ordinance will be applicable exclusively to the agreements, documents,
3 permits, and instruments approved or authorized by this Ordinance; and containing a severability
4 clause and an emergency clause.

5 **WHEREAS,** The City of St. Louis (“City”) is the owner and operator of Lambert-St. Louis
6 International Airport® (“Airport”); and

7 **WHEREAS,** the Board of Aldermen hereby determines that the terms of the Lease
8 Agreement Northern Tract (East Site) AL-286 (the “Lease Agreement”), between the City and
9 Bi-National Gateway Terminal, LLC, a limited liability company organized and existing under the
10 laws of the State of Missouri (“Lessee”), are acceptable and that the execution, delivery and
11 performance by the City and Lessee of their respective obligations under the Lease Agreement
12 are in the best interests of the City, its residents, the Airport, and the traveling public.

13 **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

14 **SECTION ONE.** The Board of Aldermen hereby adopts the foregoing recitals, which
15 are incorporated herein by this reference, as findings.

16 **SECTION TWO.** The Director of Airports and the Comptroller of The City of St. Louis
17 ("City") are hereby authorized and directed to enter into and execute on behalf of the City a Lease
18 Agreement Northern Tract (East Site) (AL-286) (the “Lease Agreement”) substantially in the form
19 as set out in **ATTACHMENT “1”** to this Ordinance, which is attached hereto and incorporated
20 herein, between the City, the owner and operator of Lambert-St. Louis International Airport®
21 (“Airport”), which is located in St. Louis County, Missouri, and Bi-National Gateway Terminal,
22 LLC, a limited liability company organized and existing under the laws of the State of Missouri
23 (“Lessee”), granting to the Lessee the right to occupy and use the “Leased Premises” consisting of

1 approximately 48.75 acres and improvements thereon commonly known as the “Northern Tract
2 East Site”, which is more fully described in Section 201 and EXHIBIT “A” and EXHIBIT “B” of
3 the Lease Agreement, in order to: a) demolish any existing improvements that are not retained
4 improvements, b) construct new improvements in order to accommodate international cargo
5 enterprises and other air cargo operations and distribution facilities, c) develop and operate a fixed
6 base operator facility, and d) perform all operations and functions that are incidental or necessary to
7 such use and development or authorized in the Lease Agreement, subject to and in accordance with
8 the provisions of the Lease Agreement.

9 **SECTION THREE.** The Mayor, the Comptroller, the Register, the City Counselor, the
10 Director of Airports, and other appropriate officers, agents, and employees of the City, with the
11 advice of the Director of Airports, are hereby authorized and directed to enter into and execute on
12 behalf of the City and in the City’s best interest any attendant or related documents, agreements,
13 permits, amendments, affidavits, releases, certifications, or instruments deemed necessary to
14 effectuate the terms set forth in the Agreement, and/or deemed necessary to preserve and protect the
15 City’s interest, and/or to take such actions as may be necessary or appropriate in connection with the
16 consummation of the transactions or agreements contemplated herein.

17 **SECTION FOUR.** The terms, covenants, and conditions set forth in this Ordinance are
18 applicable exclusively to the agreements, documents, permits and instruments approved or
19 authorized by this Ordinance and are not applicable to any other existing or future agreements,
20 documents, permits, or instruments unless specifically authorized by an ordinance enacted after the
21 effective date of this Ordinance. All provisions of other ordinances of the City that are in conflict
22 with this Ordinance will be of no force or effect as to the agreements, documents, permits, and
23 instruments approved or authorized by this Ordinance.

1 **SECTION FIVE.** The sections or provisions of this Ordinance or portions thereof are
2 severable. In the event that any section or provision of this Ordinance or portion thereof is held
3 invalid by a court of competent jurisdiction, such holding will not invalidate the remaining sections
4 or provisions of this Ordinance unless the court finds the valid sections or provisions of this
5 Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal,
6 unconstitutional or ineffective section or provision that it cannot be presumed that the Board of
7 Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional
8 or ineffective sections or provisions; or unless the court finds that the valid sections or provisions,
9 standing alone, are incomplete and incapable of being executed in accordance with the legislative
10 intent.

11 **SECTION SIX.** This being an Ordinance providing for public peace, health, and safety,
12 it is hereby declared to be an emergency measure as defined in Article IV, Section 20, of St. Louis'
13 Charter and shall become effective immediately upon its approval by the Mayor of the City.